

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL HIGHWAY ADMINISTRATION - IL, IN, MI, MN, OH, WI DIVISIONS
AND
THE FEDERAL TRANSIT ADMINISTRATION, REGION V
FOR TRANSPORTATION PLANNING OVERSIGHT**

BACKGROUND

In early 2003, a joint memorandum from Federal Highway Administrator and Federal Transit Administrator put forth a proposal that the two administrations should develop plans for collaboration initiatives in the Transportation Planning arena. As a result, Federal Highway Administration and Federal Transit Administration field and headquarters staff participated in several teleconferences and developed guidelines for a joint Federal Transit Administration and Federal Highway Administration national Memorandum of Understanding (MOU). This effort established a mechanism through which the Federal Transit Administration Region V Office (hereinafter refer to as FTA-V) and the Federal Highway Administration Divisions Offices with whom they interact, namely, Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin (hereinafter refer to as FHWA) can further improve coordination in implementing program oversight activities and increase efficiency in delivering service to our customers and partners. The national MOU has been used as a framework for the development of this Memorandum of Agreement (MOA) between the FTA-V and the FHWA.

PURPOSE OF THIS AGREEMENT

The purpose of this Memorandum of Agreement (MOA) is to set forth the general terms and conditions for collaboration in transportation planning oversight between the FHWA and FTA-V pursuant to an initiative undertaken by the Administrators of FTA and FHWA to improve coordination in transportation planning processes and to fulfill provisions of 23 CFR 450 and 49 CFR 613.

GOALS

The FTA-V and the FHWA Divisions shall carry out the terms indicated in this MOA resulting in improved communication and streamlined transportation planning decision making for Federal surface transportation projects and programs. The focus areas of this agreement are as follows:

- I. Statewide Transportation Improvement Program (STIP) Approvals
- II. STIP Amendment Approvals
- III. Statewide and Metropolitan Planning Findings
- IV. Unified Planning Work Program (UPWP) Reviews, Approvals, and Program Amendments
- V. Transportation Air Quality Conformity Determinations
- VI. Transportation Management Area (TMA) Planning Certification Reviews
- VII. Follow-up on Corrective Actions Resulting from Certifications Reviews
- VIII. Methods for Communications and Conflict Resolution Between FHWA and FTA
- IX. Meeting Attendance and Representations
- X. Flex Funding Procedures
- XI. Congestion Mitigation Air Quality (CMAQ) Funds Eligibility
- XII. Project Coordination and Implementation

Mutual Premise

The premise of this agreement is that improved understanding, communication, and coordination between FHWA and FTA will allow for improved efficiency and responsiveness in meeting joint Federal transportation planning responsibilities by reducing unnecessary redundancies in the agencies' oversight procedures. To that end, the procedures outlined herein provide a framework which allows FHWA and FTA to consider the oversight activities conducted by the other agency in making an independent determination relative to its own transportation planning responsibilities. The annual meeting, called for in Section VIII, provides an opportunity for each Division and FTA to assess the effectiveness of this agreement and to make needed changes.

In the context of this agreement, when it states that FTA and the Division shall "confer", it means communication between the two agencies takes place, where issues of mutual concern are discussed and resolved to the satisfaction of both parties prior to FHWA taking an official action on behalf of both agencies.

This agreement is applicable to those Divisions within the FTA Region 5 area, namely Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin. In those metropolitan areas that extend into states outside this area, requiring coordination with other FHWA Divisions and FTA Regions in regards to Federal actions, the terms of this agreement may need to be modified to allow for appropriate coordination with the other Federal offices.

FHWA and FTA each acknowledge and respect the transportation planning authority, responsibilities, and accountability assigned to them under Title 23 and Title 49. Each agency acknowledges its obligation to conduct oversight activities necessary to satisfy the agency's responsibilities under Title 23 and Title 49 and implementing regulations. FHWA does not assume any transportation planning responsibilities or authorities assigned to FTA under Title 49 and its implementing regulations. FTA does not assume any transportation planning responsibilities or authorities assigned to FHWA under Titles 23 and 49 and their implementing regulations.

I. STIP APPROVAL

ROLES AND RESPONSIBILITIES

1. The State will submit the proposed STIP, and the associated MPO TIPs, to the FHWA Division office and FTA-V for review and approval.
2. FHWA is responsible for initiating the consultation and review process with the USEPA.
3. FTA-V and FHWA will have 45 days from receipt of the final part of the STIP to review, confer and approve the STIP.
4. FHWA will initiate action to confer, discuss, and resolve any comments on the STIP.
5. Notification of the joint action taken for the STIP will be prepared and signed by FHWA on behalf of both agencies.
6. The signed letters will be forwarded to the appropriate state agency by FHWA. FTA will be copied.

II. STIP AMENDMENTS APPROVAL

ROLES AND RESPONSIBILITIES

1. The State will submit the proposed STIP Amendments to the FHWA and FTA-V for review and approval.
2. When there are conformity issues FHWA is responsible for initiating the consultation and review process with the USEPA.
3. FTA-V and FHWA will have two weeks from receipt to review, confer, and approve the STIP amendment.
4. FHWA will initiate action to confer, discuss and resolve any comments on the amendment.
5. If the amendment request involves only highway projects or both highway and transit projects, the notification of the joint action taken for the amendment will be prepared and signed by FHWA on behalf of both agencies.
6. If the amendment involves only transit projects, FTA will prepare and sign the notification.
7. The signed notification will be forwarded to the appropriate state agency by the State DOT agency that prepares the notification. The other State DOT agency will be copied on the action.

III. ISSUANCE OF STATEWIDE AND METROPOLITAN PLANNING FINDINGS

ROLES AND RESPONSIBILITIES

1. The State will submit the proposed STIP Amendments to the FHWA and FTA-V for review and approval.
2. FHWA and FTA-V will confer to address statewide and metropolitan planning findings prior to the STIP approval.
3. Once FTA and FHWA have conferred, and all concerns have been addressed, FHWA will take the lead in preparing and signing the statewide and metropolitan planning finding documents on behalf of both agencies.
4. Notification of the action taken will be provided to the State by FHWA. FTA will receive a copy of these notifications.

IV. UNIFIED PLANNING WORK PROGRAM (UPWP) REVIEW AND APPROVAL

ROLES AND RESPONSIBILITIES

(This section only applies to areas that currently have a joint UPWP approval process.)

1. The State will submit the proposed UPWP to the FHWA and FTA-V for review and approval.
2. FTA-V and FHWA will review the proposed UPWP and confer, to resolve any remaining issues for the UPWP.
3. Notification of the action taken for the UPWP will be prepared and signed by FHWA on behalf of both agencies. FTA shall be copied.
4. Any revision to or amendment of the UPWP will be coordinated as outlined in Section II above.

V. TRANSPORTATION AIR QUALITY CONFORMITY DETERMINATION

ROLES AND RESPONSIBILITIES

1. After FHWA and FTA-V receive a Plan and/or TIP that is subject to air quality conformity requirements from the State DOT, FHWA will forward a copy of the Plan and/or TIP to the Environmental Protection Agency (EPA) for review and comment.
2. Through the air quality consultation process FTA-V, FHWA, and USEPA will discuss and attempt to resolve any comments or concerns that arise during the review of the document.
3. The USEPA will be given 30 days for their review and comment.
4. Upon receipt of a comment letter from EPA, FHWA will confer with FTA to consider EPA's comments.
5. FHWA will prepare and sign the joint conformity determination letter on behalf of both agencies within a week of receipt of EPA's comment letter.
6. FHWA will forward the signed conformity finding to all appropriate parties and provide a copy to FTA.

VI. TRANSPORTATION MANAGEMENT AREA (TMA) CERTIFICATION REVIEWS

ROLES AND RESPONSIBILITIES

1. The team will consist of staff from FHWA/FTA-V, and if necessary, other technical expertise from other Division or Region offices, Headquarters, Resource Center, or other appropriate Federal agencies such as EPA.
2. The FHWA, in consultation with FTA-V, will be responsible for the logistics of reviews. This includes establishing schedules, obtaining the material for the desk review, completion of the letter providing the results of the desk review, notifying participants, and preparing the agenda.
3. Appropriate FTA-V and FHWA planners will participate in the desk review and site visit, share responsibilities for leading the discussions of relevant topics during the review, and participate in the closeout after the site visit.
4. The FHWA will take the lead in writing the report and circulating it to the other Federal team members for comment. FTA and other team members shall take no more than two weeks to comment on the draft report.
5. Should the team identify a corrective action, FHWA will schedule a meeting or teleconference with the team to discuss the proposed action and to establish time frames for correction.
6. FHWA will also be the lead in coordinating responses to any public comments and distributing the final report to the State, MPO, and Transit Operator(s). Any members of the public who desire a copy of the report should obtain it from the MPO.
7. FHWA will take the lead in preparing a letter transmitting the report and issuing the certification finding.
8. The letter will be signed by both the FHWA Division Administrator and the FTA Regional Administrator, or their designees.
9. Transmission of the letter and report should, in most cases, be within 60 days of the completion of the site visit.

VII. FOLLOW-UP ON CORRECTIVE ACTIONS RESULTING FROM CERTIFICATION REVIEW

ROLES AND RESPONSIBILITIES

1. FHWA, in consultation with FTA, will establish procedures to track progress being made on resolving corrective actions prior to the expiration of the time limit given to resolve the corrective actions.
2. Based on the nature of the corrective action, FHWA or FTA-V will take the lead in assuring that the State, MPO, and/or Transit Operator(s) have any technical assistance required to address the corrective action.
3. FHWA will report on the status of the resolution of corrective actions at the annual FHWA/ FTA-V meetings.
4. To resolve a corrective action, the State DOT, MPO, and Transit Operators will submit a letter to FHWA and FTA-V requesting that the corrective action be removed.
5. FHWA will prepare a letter in response to the request, documenting the results of the review of the submittal and whether the corrective action(s) has been resolved, for joint signature within two weeks of receipt of the request.

VIII. METHODS FOR COMMUNICATION AND CONFLICT RESOLUTION

ROLES AND RESPONSIBILITIES

1. FHWA and FTA will confer on a regular basis. If there is a major programmatic issue, the party bringing the concern to the table will communicate it by e-mail or letter.
2. FTA and FHWA agree to adhere to the timeframes set in each section of this agreement.
3. To the maximum extent, possible issues involving the two agencies will be resolved at the Division/Region **staff level**. When issues arise that cannot be resolved at the Division/Region **staff level**, the issue will be elevated to the **Division Administrator/Regional Administrator level**.
4. FHWA and FTA agree that in an effort to give quality oversight, we must better understand one another's day-to-day key operations. FHWA and FTA shall work with headquarters to seek opportunity and funding, which will allow for formal peer exchanges.
5. An annual Planning Program Coordination meeting will be held with the planning staff from each FHWA Division Office and the FTA planning staff assigned to that state. The timing for these meetings may correspond with related work activities. At the meeting, FHWA and FTA should evaluate the level of commitment to this MOA. FTA may meet with the Division offices via teleconferencing or videoconferencing. FHWA and FTA will keep minutes from the annual meeting.

IX. MEETING ATTENDANCE AND REPRESENTATION

ROLES AND RESPONSIBILITIES

1. FHWA and FTA will communicate to all MPOs that both FHWA and FTA should be copied on all policy, working group, and other appropriate meetings.
2. FHWA, with prior agreement concerning specific issues, may represent both agencies on planning issues at MPO meetings.
3. FTA-V will advise FHWA of FTA-V concerns to be raised by FHWA at MPO meetings.
4. FHWA will advise FTA-V of issues where their attendance at MPO meetings is needed.
5. Specific project or grant issues will be addressed by the agency having jurisdiction, FHWA or FTA-V.

X. FLEX FUNDING PROCEDURES

ROLES AND RESPONSIBILITIES

1. FHWA will take action on State DOT requests to flex highway funds to FTA within two weeks of receipt of the request.
2. FTA-V will take action on MPO/State DOT requests to flex transit funds to FHWA within two weeks of receipt of the request.
3. If needed, FHWA and FTA will confer to resolve any issues.
4. In the event there is a decision not to process a request or some difficulty arises that unduly delays processing of the request, the respective Federal agency will be notified.
5. FHWA will copy FTA-V on the request to headquarters to flex highway funds to FTA.
6. FTA-V will copy FHWA on the request to headquarters to flex transit funds to FHWA.

XI. CMAQ FUNDING ELIGIBILITY

ROLES AND RESPONSIBILITIES

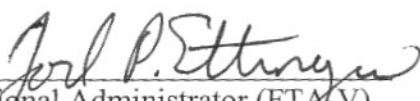
1. FHWA and FTA-V will both receive the eligibility requests for all proposed CMAQ projects, including their calculated emissions benefits, from the State DOT.
2. USEPA will be consulted in the event a unique project has been submitted for eligibility determination.
3. FHWA will review all proposed projects for eligibility determination and will confer with FTA on transit related projects to resolve any issues.
4. Notification of eligibility determination(s) will be prepared and signed by FHWA and forwarded to the appropriate State DOT on behalf of both agencies within two weeks of the request. FTA shall be copied for any transit projects.

XII. PROJECT COORDINATION AND IMPLEMENTATION


ROLES AND RESPONSIBILITIES

1. If FTA-V and FHWA have projects being constructed in the same corridor or are involved in corridor studies that include major transit and highway options, the annual meetings may be used to share information and to discuss the need for further coordination between the transit operators and State DOT.

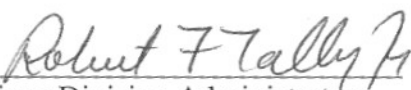
This agreement shall remain in effect indefinitely unless terminated by either party upon a 30 day written notice to the other party. Either party to this MOA may request that it be amended whereupon the parties will consult to consider such amendment. This MOA goes into effect with signature and date of all parties.


Regional Administrator (FTA-V)
Federal Transit Administration

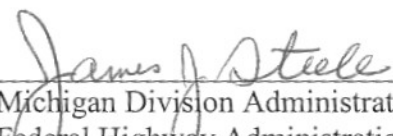
07-22-04
Date


Illinois Division Administrator
Federal Highway Administration


7/15/2004
Date


Indiana Division Administrator
Federal Highway Administration

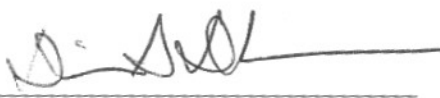
7/15/2004
Date


Michigan Division Administrator
Federal Highway Administration


7/19/2004
Date


Minnesota Division Administrator
Federal Highway Administration

7/15/2004
Date


Ohio Division Administrator
Federal Highway Administration

7/15/2004
Date


Wisconsin Division Administrator
Federal Highway Administration

7-15-2004
Date